1/22/09 11:32:13 35 BK 601 PG 525 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

This Instrument Prepared By:

Charles B. Griffith Attorney at Law 106 Mission Court, Suite 1002

Franklin, Tennessee 37067 C/S-SO-CD/ Record and Return To: LandCastle Title 810 Crescent Centre Drive

Suite 280 Franklin, Tennessee 37067 LCT File No.: MSF-081200164S // 2/02/09 3:23:20 /3 BK 602 PG 117 DESOTO COUNTY, MS W.E. DAVIS, CH CLERK

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SPECIAL WARRANTY DEED

FOR AND IN CONSIDERATION of the sum of ten dollars (\$10.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned FEDERAL NATIONAL MORTGAGE ASSOCIATION, ("Grantor," hereinafter) does hereby sell, assign, convey, specially warrant, and deliver unto JOANN TIPTON, ("Grantee," hereinafter), the following described property situated in DESOTO County, Mississippi, and being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE FOR LEGAL DESCRIPTION

Commonly known as street address: 5275 LAKEVIEW COVE, HORN LAKE, MS 38637

AND THE SAID Grantor will forever specially warrant and defend the title to the above-described property unto the said Grantee and his heirs, representatives, and assigns, against the claims of all persons claiming by, through, or under the Grantor, but not otherwise.

The Grantee has thoroughly inspected, examined and accepts the parcel along with any existing structures, improvements, and appurtenances thereunto belonging, if any, and is purchasing same in "as is," "where is" condition, without warranty. In addition, Grantee understands that the Grantor, its agents, successors and/or assigns, have made no representation or warranties, other than as specifically set out herein, either expressed or implied regarding this parcel and that Grantee is purchasing same based on the Grantee's sole judgment and diligent inquiry.

By acceptance of this Deed, as evidenced by having same recorded, Grantee affirms the content of this document and expressly agrees to indemnify and hold Grantor, its agents, successors and/or assigns, harmless from any and all claims (whether made by the Grantee, its agents, successors, assigns or any other party) regarding any deficiency as to the condition of the property and/or any existing structures on said parcel.

If bounded by water, the warranty granted herein shall not extend to any part of the above-described property which is tideland or coastal wetlands as defined in the Mississippi Coastal Wetlands Protection Act and this conveyance includes any natural accretion and is subject to any erosion due to the action of the elements.

It is agreed and understood that taxes for the current year have been or shall be prorated on an estimated basis, effective the date of this instrument and are hereby assumed by the Grantee herein. When such actual taxes have been determined the parties hereto shall adjust the proration accordingly.

Property Commonly Referred to As: 5275 Lakeview Cove Horn Lake, MS 38637

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This conveyance and the warranty thereof is subject to zoning and/or other land-use regulations promulgated by federal, state, or local governments affecting the use or occupancy of the subject property, any and all prior reservations, restrictions, easements, exceptions, sales, covenants, and/or conditions of record, including mineral, oil or gas reservations, and any and all public utility easements, servitudes and rights of way and restrictive covenants which might affect the subject property.

Grantor Name and Address:

PD BDX 522

Jaulesan MS 39205

Phone Number: <u>6/5-5/3-09</u>0

Grantee Name and Address:

SZTS Cafferiew Cove How Caffer MS 38637

Phone Number: 901-422-0018

TITLE NOT EXAMINED

INDEXING INSTRUCTIONS:

LOT 605, SECTION D, TWIN LAKES S/D, SECTION 6, T-2-S, R-8-W, DESOTO COUNTY, MISSISSIPPI

Property Commonly Referred to As: 5275 Lakeview Cove Horn Lake, MS 38637

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(Special Warranty Deed Continued)

WITNESS THE SIGNATURE of the Grantor on this 8 day of Deleville GRANTOR: Federal National Mortgage Association BY: Morris, Hardwick & Schneider, Attorney in Fact BY: Jennifer Marler Frank Partner, Morris/Hardwick/Schneider (Print Signer's Name and Title/Capacity) **ACKNOWLEDGEMENT** STATE OF COUNTY OF WILLIAM)

Personally appeared before me, the undersigned authority in and for the said County and State, on this day of lowly, 2001, within my jurisdiction, the within named lowly M. Hydrigner, who acknowledged to me that s/he is the county hame), the Attorney in Fact for its law for and delivered the above and foregoing instrument after having been authorized by (Signer's company name) and Grantor to do so.

_(Signer's company name) and Grantor to do so.

Given under my hand and seal this the & day of beemin, 2028 My Commission Expires: 7/23/2011

> **Property Commonly Referred to As:** 5275 Lakeview Cove Horn Lake, MS 38637

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EXHIBIT "A" (Legal Description)

LOT 605, SECTION D, TWIN LAKES SUBDIVISION IN SECTION 6, TOWNSHIP 2 SOUTH, RANGE 8 WEST, DESOTO COUNTY, MISSISSIPPI AS SHOWN BY THE PLAT APPEARING OF RECORD IN PLAT BOOK 10, PAGES 32-33 IN THE OFFICE OF THE CHANCERY CLERK OF DESOTO COUNTY, MISSISSIPPI.

Property Commonly Referred to As: 5275 Lakeview Cove Horn Lake, MS 38637

EXHIBIT B

GENERAL POWER OF ATTORNEY

FANNIE MAE, a corporation organized and existing under the laws of the United States of America, having an office for the conduct of business at 14221 Dallas Parkway, Suite 1000, Dallas, Texas 75254 constitutes and appoints Morris, Hardwick & Schneider, organized under the laws of the State of Tennessee, with an office for the conduct of business at 810 Crescent Centre Drive, Suite 280, Franklin, Tennessee 37067, is granted and authorized by Fannie Mae to execute and acknowledge documents that are customarily and reasonably necessary and appropriate for the closing of sales and conveyance of real properties owned by Fannie Mae that are sold pursuant to real estate sales contracts that have been approved and executed by Fannie Mae. Such power shall include, but is limited to, execution of documents reviewed and approved by Fannie Mae and required for the closing of the sale and conveyance of the real properties including:

- Deeds transferring the real property and improvements owned by Fannie Mae to a 1. purchaser in accordance with an approved real estate sales contract;
- 2. Settlement/Closing Statements on behalf of Fannie Mae;
- Affidavit of Debts and Liens on forms approved by Fannie Mae; 3.
- Tax Proration Statements on the forms approved by Fannie Mae; 4.
- Fannie Mae Affidavit and Agreement as Lender and Seller; 5.
- Errors and Omissions Correction Agreement; and 6.
- Any other approved document as directed by Fannie Mae. 7.

The rights, powers and authority of the attorney-in-fact to exercise any and all of the rights and powers herein granted shall commence and be in full force and effect until the first to occur of the following:

- 1. January 1, 2009, or
- on the date of the execution of a Termination of Power of Attorney by Fannie Mae of such rights, powers, and authority.

EXECUTED this 31 day of July, 2008.

Hejeli Jones

Witness

Gabrielle B. Harrison, Vice President

Attest:

Teresa Foley, Assistant Secretary

STATE OF TEXAS (COUNTY OF DALLAS (COUNTY OF DALL

Before me, a Notary Public in and for said State and County, duly commissioned and qualified, personally appeared Gabrielle B. Harrison and Teresa Foley, with whom I am personally acquainted, and who, upon oath, acknowledged themselves to be the Vice President and Assistant Secretary, respectively of Fannie Mae, a corporation, and that she executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as Vice President and Assistant Secretary, respectively

Witness my hand, at office, this 31 day of July, 2008.

Notary Public

My Commission Expires:

DIANE E. SANDERS

Notary Public, State of Texas

Openies in Expires 08-21-08